



UPLAND GAME BIRD HABITAT ENHANCEMENT PROGRAM

CONTRACT:

This CONTRACT is between the Montana Department of Fish, Wildlife and Parks, called the Department, and

Cooperator

_____, MT _____, called the Cooperator.
Mailing Address *Zip Code*

Cooperator's phone # _____; Cooperator's e-mail address _____

The attached map(s)/site plan portray the area covered by this contract. The land and area covered by this contract is called the Project Area. The Project Area is located in _____ County, Montana and is _____ miles
of _____ and has the following legal description:
(Direction) *(Nearest town)*

The purpose of this contract is to develop or enhance wildlife habitat on _____ acres of this land with project emphasis and species of concern being primarily _____ and also expected to have benefits for the following species:

1. The Cooperator agrees to carry out the following projects and treatments:

Project	Term	Acres			COST BREAKDOWN			
			Treatment	Dates	FWP	Cooperator	Other	Total
Project	Term	Acres			COST BREAKDOWN			
			Treatment	Dates	FWP	Cooperator	Other	Total
Project	Term	Acres			COST BREAKDOWN			
			Treatment	Dates	FWP	Cooperator	Other	Total
Project	Term	Acres			COST BREAKDOWN			
			Treatment	Dates	FWP	Cooperator	Other	Total

TOTALS				
PERCENT				

2. The Department and the Cooperator agree to share the costs of the projects and treatments as outlined and is incorporated herein by this reference. The Cooperator must provide receipts for reimbursement for materials used, including seed, trees and all other goods and services for which this contract obligates the Department. The Department's obligation to pay for its share of the costs of each project or practice is contingent on payment by the Cooperator of its share of project costs, and satisfactory completion of the treatments and projects. Final payment will be contingent upon the Cooperator notifying the Department in writing that the project has been completed and an inspection by Department personnel.
3. The term(s) of this contract, unless terminated earlier shall start on the date written below/next to the Department's signature. The Cooperator agrees to abide by all of the terms and conditions of this contract for the full term of this contract.
4. If the projects and treatments are not satisfactorily completed by the Cooperator according to the schedule set forth in this contract, the Department may at its option terminate this contract, or extend the time for completion. The Department will notify the Cooperator in writing of the Cooperator's failure to complete the treatment or project, and whether the Department has elected to cancel this contract or extend the time for completion of the project or treatment. If this contract is terminated under this paragraph, the Cooperator will be obligated to repay the Department a sum computed under the formula set forth in paragraph 6 below.
5. On the contracted areas, the cooperator agrees:
 - a. To protect all habitats from grazing, mowing, noxious weeds, fires, and tree cutting except as prescribed below:
 - 1) New CRP plantings can be mowed the first year for weed control. A minimum of 12 inches of stubble will be left and mowing must occur after July 15.
 - 2) One emergency practice involving no more than 50% of the CRP acreage contracted will be allowed during the term of the contract. Practices involving more than 50% of the acreage under contract or occurring more than once during the period of the contract will require the cooperator to repay the MFWP according to the following formula; that amount derived by dividing the sum of payments paid by MFWP for the contract by the total number of years provided in the original term.

Cooperator shall contact MFWP's designated representative prior to any contemplated haying/grazing of acreage under this contract. Written approval from designated representative is require prior to any haying/grazing.

 - b. Not to use pesticides, except as allowed with written permission by the Department representative specified in paragraph 7;
 - c. That reasonable free public upland game bird hunting will be allowed for the term of this contract. The landowner will retain the right to limit the number of hunters and those areas where hunting is allowed for the term of the contract. The legal description of the area open to hunting is:

The estimated annual hunter days for the described area are _____.
 - d. Permit Department representative's access for purposes of monitoring the project as described in the attached Monitoring Plan;
 - e. To sign the project area in a conspicuous manner with Upland Game Bird Habitat Enhancement Program signs which may require hunters to ask permission or permit "walk-in only" hunting without permission. The Cooperator further agrees that the location of the Project Area and any additional lands deemed open to public hunting by this contract may be made know to the public as an Upland Game Bird Habitat Enhancement project.
6. This agreement shall be binding upon, and inure to the benefit of, the heirs, personal representatives, administrators, successors and assigns of the Cooperator and the Department. The Cooperator shall give notice to the Department of any changes in ownership or possession of the land covered by this contract. If the Cooperator's ownership or possession of the land ends during the term of the contract, and the new owner or possessor does not agree to continue this contract and be substituted as the Cooperator under this contract, this Contract shall terminate and the Cooperator shall repay to the Department a portion of the payments made by the Department, according to the following formula: Multiply the sum of all payments made by the Department by the ratio obtained by dividing the number of years remaining in the term of the contract by the total number of years provided in the original term.

7. The Department designates _____, its Regional Wildlife Manager (or assigned representative) in Montana as its designated representative under this contract. The Cooperator shall make all notices and communications with the Department to the designated representative. All notices from the Department to the Cooperator shall be made in writing to the Cooperator at the Cooperator's address specified above. The Department may change its designated representative, and the Cooperator may change its address, by either party notifying the other in writing of such change.
8. No modification or extension of this contract will be effective unless put in writing and signed by both the Cooperator and Department. This contract supersedes all previous contracts or agreements of any kind between the parties. No failure by the Department to act on any particular matter under this contract shall constitute a waiver of the Cooperator's obligations under this contract, nor shall the Department be stopped in any way.
9. The Department's obligation to make the payments provided in this contract is contingent on the continuation of appropriations by the Montana legislature. If sufficient appropriations are not made, the Department may cancel this contract without any further obligation to the Cooperator.
10. This contract is not binding until signed by the Department director or his/her designated representative, and is effective as of the date set forth below.
11. Any obligation of the Cooperator to repay the Department any sum under this contract shall continue in full force and effect following termination of this contract. In the event of any litigation between the parties to this contract, venue shall be in the district Court of Lewis and Clark County, Montana. This venue provision shall remain in force and effect following termination of this contract.
12. The cooperator understands and agrees that if the cooperator owes a sum of money to the state and/or federal government. The state will deduct such sum from the money to be paid to the cooperator under this contract.
13. In the event the lands covered by this contract are removed from the Project Area, the cooperator shall reimburse FWP for the portion of FWP's cost-share contribution (prorated on a monthly basis) that corresponds to the length of the remaining enrollment period. In addition to the prorated reimbursement amount, the cooperator agrees that FWP will be damaged in an amount that is very difficult to quantify, and that liquidated damages are appropriate. Such damages will be equivalent to 10% of FWP's total cost share contribution to the project.

Cooperator

Cooperator Social Security/Fed. Tax ID# (required before payment can be made)

Director or designated representative

Date